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January 28, 2022

VIA ECF

Hon. Jessica S. Allen
United States District Court, District of New Jersey
Martin Luther King, Jr. Building & U.S. Courthouse
50 Walnut Street
Newark, New Jersey 07102

Re: 99 Second Realty, LLC v. 187 Pine Street Associates, LLC /Case # 2:20-cv-13794

Dear Magistrate Allen:

On December 21, 2021 I advised you that it seemed that Defendants are not willing to settle.

As stated in said letter, on November 3 Defendants' counsel advised that the terms of the settlement proposed were agreed to by his clients and as a result, on that day I filed a letter to that effect with the Court.

A Settlement Agreement was immediately drafted and sent to Defendants' counsel. However, in response to a follow-up email from me he advised on November 12 that his clients had "not responded to [his] repeated requests to get this wrapped up [and had] not replied to [his] calls and emails" and asked for a few more days. This resulted in his letter to the Court requesting the settlement conference be adjourned.

On December 3, in response to my email of December 2, counsel emailed me "defendants are good to settle." However, nothing happened and no agreement presented.

Then on December 27, 2021, one month ago, Counsel emailed me

The bank has finally appointed an attorney for the refinance closing and is moving forward. I anticipate the closing to occur shortly.

As to the settlement agreement in general it looks okay but the defendants want to clarify:

- 1) Notice to cure and a grace period for making the monthly payments after the refinance.
- 2) The address to where the payments shall be sent to or wiring instructions to wire the funds?
- 3) What will be the Notice address?
- 4) As to paragraph 8 the defendants asked for clarification in case there is a default.

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I responded on Monday, January 3, 2022:

1. NO notice to cure - that is just a stalling tactic. Payments are due on the first - PERIOD. Let them make the payments the 15th of the month before if they are worried.
2. I will have the address and/or wire instructions listed on an addendum not to be filed. I am copying my client on this to get this information.
3. I have provided a provision for notices with the addresses and copies to the attorneys. My client will confirm the address - I suggest you have yours also do this.
4. paragraph 8 is simple - if they default we immediately enter judgment - no action is required - all of the amounts original sued for are immediately due with a credit for anything paid. My client has gone through this with your clients too many times to play any games any more. They pay the settled amount or they will pay the full amount.

and stated that the agreement had to be closed by Friday, January 7. Not hearing anything further I followed up on January 21, 2022 – no response.

This has obviously been another stalling tactic by Defendants. As such, it is requested that this matter be reinstated so that it can go to final litigation and judgment.

Thanking you in advance for your past courtesy, I remain,

Respectfully yours,
FELDMAN & ASSOCIATES, PLLC

Edward S. Feldman¹

By: _____
EDWARD S. FELDMAN, ESQ.

¹ Electronic Signature.